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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432862

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sarla Analytics, LLC		05/31/2013	Limited Liability Company: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Invensys Systems, Inc.	
Street Address:	38 Neponset Avenue	
City:	Foxboro	
State/Country:	MASSACHUSETTS	
Postal Code:	02035	
Entity Type:	Corporation: MASSACHUSETTS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4127705	SMARTGLANCE

CORRESPONDENCE DATA

Fax Number: 5085496295

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 508-549-6320

Email: nicole.linehan@schneider-electric.com

Correspondent Name: Nicole L. Linehan
Address Line 1: 38 Neponset Avenue

Address Line 4: Foxboro, MASSACHUSETTS 02035

NAME OF SUBMITTER:	Nicole L. Linehan	
SIGNATURE:	/nll/	
DATE SIGNED:	06/28/2017	

Total Attachments: 4

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CONFIRMATORY TRADEMARK ASSIGNMENT

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This CONFIRMATORY TRADEMARK ASSIGNMENT (Assignment) dated May_, 2017, is made and entered into by and among Sarla Consultants LLC (formerly Sarla Analytics, LLC), a Rhode Island limited liability company with a business address of 32 Mallard Cove, Barrington, RI 02806 (Assignor) and Schneider Electric USA Systems, Inc. (formerly Invensys Systems, Inc.), a Massachusetts corporation with a business address of 38 Neponset Avenue, Foxboro, Massachusetts 02035 (Assignee).

RECITALS:

WHEREAS, Assignor is the registered owner of the trademark registration identified on Schedule A to this Assignment (the *Trademark*);

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated May 2013 (the *Effective Date*), by and between Assignor and Assignee. (the Sale Agreement), Assignor assigned the Trademark to Assignee.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>: Assignor sold, conveyed, assigned and transferred to Assignee, among other assets, Assignor's entire right, title and interest in and to the Trademark, together with the goodwill symbolized thereby, including the right to sue for all past, present and future infringement and dilution thereof and to settle and retain proceeds from any such actions.
- 2. <u>Cooperation</u>. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees to execute and deliver to Assignee, at Assignee's sole cost and expense, such further assignments and related documents with respect to the Trademark, as Assignee shall reasonably request to vest the title to the Trademark in the name of the Assignee.
- 3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Sale Agreement. This Assignment along with its Schedule, together with the Sale Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Sale Agreement, the terms of the Sale Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

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- 4. <u>Governing Law.</u> This Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

Sarla Consultants, LLC

Name: Snehal Shah.
Title: Fartner

Schneider Electric Systems USA, Inc.

By:

| Market | Ma

Title: Associate General Counsel

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SCHEDULE A

Mark	Country	Reg. No.	Reg. Date
SmartGlance	United States of	4127705	April 17, 2012
	America		
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RECORDED: 06/28/2017